

# Exhibit E

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IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

UNITED STATES, et al., :  
:  
Plaintiff, :  
:  
vs. : Case No.:  
: 1:23-CV-00108-LMB-JFA  
GOOGLE, LLC, :  
:  
Defendant. :  
-----:

CONFIDENTIAL VIDEOTAPED DEPOSITION OF ADORIA LIM

DATE: February 29, 2024  
TIME: 9:37 a.m.  
LOCATION: U.S. Department of Justice  
Antitrust Division  
450 Fifth Street, Northwest  
Washington, D.C. 20530

REPORTED BY: Shari R. Broussard, RPR, CSR  
Reporter, Notary  
Job No. CS6485261

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<p>1 between DV360, 3P DSPs, and Google Ads on the left      2 side and FAAs in the blue bubble on the right      3 side?</p> <p>4 MR. BRISKIN: Objection to form.</p> <p>5 THE WITNESS: I guess I'm just not      6 following your question. The -- I hadn't thought      7 about it that way. The way I think about it is      8 that the FAAs purchase the services from Google      9 and -- and that's what -- that's what is conveyed      10 in Figure 3.</p> <p>11 BY MS. GOODMAN:</p> <p>12 Q So you don't have an opinion one way or      13 another whether it would be accurate to put the ad      14 agencies in between the DV360, 3P DSPs, and Google      15 Ads on the left side and the FAA bubble on the      16 right side?</p> <p>17 MR. BRISKIN: Objection to form.</p> <p>18 THE WITNESS: I think if you're asking      19 if I were to do a diagram of the purchase pathways      20 with regard to the payment flows, then -- I mean,      21 could one draw -- draw a diagram in such a way      22 that you could insert -- or you could put circles</p>	<p>1 Q Okay.      2 A It shows the FAAs purchasing services      3 from Google.      4 Q Is there a difference in your report      5 between what you call a purchasing avenue and a      6 purchase pathway?      7 A The purchase pathway is a very defined      8 term in my report. I don't think the purchase      9 avenues -- I think I use that rather loosely.      10 Q Okay. So if we were to retitle Figure 3      11 "Illustration of FAAs' Purchasing Pathways," you      12 would need to include the advertising agencies in      13 this diagram, correct?      14 MR. BRISKIN: Objection to form.      15 THE WITNESS: I -- honestly I hadn't      16 thought about it, so I mean I --      17 BY MS. GOODMAN:      18 Q I'm asking you to think about it here.      19 A I haven't thought about it. I don't --      20 I don't know how I would draw that.      21 Q Okay. Let's look at Figure 4. The      22 purchasing is -- this Figure 4 is titled "Purchase</p>
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<p>1 in between -- if you had a string of circles -- I      2 mean, you could choose to draw the diagram however      3 you want. You could -- you could put the circles      4 there, you could -- I'm not sure I understand your      5 question.</p> <p>6 BY MS. GOODMAN:</p> <p>7 Q Does diagram -- or does Figure 3 leave      8 out a step in the purchasing pathway for the FAAs?</p> <p>9 MR. BRISKIN: Objection to form.</p> <p>10 THE WITNESS: Diagram 3 shows that the      11 FAAs purchased services from Google.</p> <p>12 BY MS. GOODMAN:</p> <p>13 Q Does it leave out a step --</p> <p>14 MR. BRISKIN: Objection to form.</p> <p>15 BY MS. GOODMAN:</p> <p>16 Q -- of your purchasing pathways?</p> <p>17 MR. BRISKIN: Sorry. Objection to form.</p> <p>18 THE WITNESS: I'm -- I'm not sure what      19 you mean by the question. I don't think it      20 leaves -- I don't think Figure 3 leaves out any      21 steps.</p> <p>22 BY MS. GOODMAN:</p>	<p>1 Avenues Included in Damages Analysis."      2 Do you see that?      3 A I do.      4 Q And the purchase avenues included in the      5 damages analysis are the 15 defined purchase      6 pathways, correct?      7 MR. BRISKIN: Objection to form.      8 THE WITNESS: One more time, please.      9 BY MS. GOODMAN:      10 [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      [REDACTED]      16 BY MS. GOODMAN:      17 Q Okay. Your damages analysis includes 15      18 defined purchase pathways, correct?      19 A That's correct.      20 Q And what is the difference between those      21 15 defined purchase pathways and what you describe      22 in Figure 4 as the "FAA Purchase Avenues Included</p>

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<p>1 in Damages Analysis"?</p> <p>2 A The -- the avenues are the red lines</p> <p>3 or -- sorry, the FAA purchase avenues are the</p> <p>4 red arrows shown in Figure 4 and the FAA purchase</p> <p>5 pathways are a subset of the red avenues.</p> <p>6 Q Okay. Did you see any evidence --</p> <p>7 withdrawn.</p> <p>8 And so would it be accurate to put in</p> <p>9 between the left-hand side of DV360, TTD, other</p> <p>10 DSPs, and Google Ads and the right-hand side blue</p> <p>11 bubble FAAs the advertising agencies through which</p> <p>12 FAAs purchase ads?</p> <p>13 MR. BRISKIN: Objection to form.</p> <p>14 THE WITNESS: I think this question was</p> <p>15 similar to the previous question you asked me</p> <p>16 before. Figure 3 just is different from -- I'm</p> <p>17 sorry, Figure 4 is different from Figure 3 in that</p> <p>18 it breaks out more binders and it shows the red</p> <p>19 arrows, which are the FAA purchase pathways, of</p> <p>20 which the -- sorry, it shows the red arrows, which</p> <p>21 are the FAA purchase avenues, of which the FAA</p> <p>22 purchase pathways are a -- are a subset. So that</p>	<p>1 yourself and Mr. Chu. That's what I mean.</p> <p>2 Imagine yourself to be an FAA and Mr. Chu being</p> <p>3 Google.</p> <p>4 Is there any other entity between the</p> <p>5 FAA and Google in the course of purchasing ads</p> <p>6 that you saw?</p> <p>7 MR. BRISKIN: Objection to form.</p> <p>8 THE WITNESS: So I'm not -- sorry, I'm</p> <p>9 not -- I'm not sure the -- the seating -- the</p> <p>10 hypothetical -- or it's not hypothetical, but the</p> <p>11 seating diagram really helps me understand your</p> <p>12 question.</p> <p>13 Again, the FAAs and -- the FAAs</p> <p>14 purchased display advertising from Google and, as</p> <p>15 I testified earlier, that the FAAs used ad</p> <p>16 agencies to do so.</p> <p>17 BY MS. GOODMAN:</p> <p>18 Q Okay. And by using the ad agencies to</p> <p>19 do so, is it accurate that the ad agencies sit</p> <p>20 between the FAAs and Google?</p> <p>21 MR. BRISKIN: Objection to form.</p> <p>22 THE WITNESS: Again, I'm not sure what</p>
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<p>1 I -- I -- I -- I think you're asking a very</p> <p>2 similar question with regard to Figure 3 and</p> <p>3 Figure 4. I don't -- I would have the same</p> <p>4 answer.</p> <p>5 BY MS. GOODMAN:</p> <p>6 Q Okay. And it's accurate that the FAAs</p> <p>7 purchased display ads from Google using various ad</p> <p>8 agencies, correct?</p> <p>9 A Yes.</p> <p>10 Q Did you see any evidence that FAAs</p> <p>11 purchased display ads directly from Google?</p> <p>12 MR. BRISKIN: Objection to form.</p> <p>13 THE WITNESS: Could you clarify what you</p> <p>14 mean by "directly"?</p> <p>15 BY MS. GOODMAN:</p> <p>16 Q With no other entity sitting in between</p> <p>17 the FAA and Google.</p> <p>18 MR. BRISKIN: Objection to form.</p> <p>19 THE WITNESS: What -- what do you -- can</p> <p>20 you clarify what you mean by "sitting in between"?</p> <p>21 BY MS. GOODMAN:</p> <p>22 Q Well, Mr. Briskin is sitting in between</p>	<p>1 you mean by "sit between."</p> <p>2 BY MS. GOODMAN:</p> <p>3 Q So you can't answer the question?</p> <p>4 A I think you'd have to clarify it for me.</p> <p>5 Q Okay. What's your understanding of the</p> <p>6 word "directly"?</p> <p>7 MR. BRISKIN: Objection to form.</p> <p>8 THE WITNESS: I -- I -- it depends on</p> <p>9 the context.</p> <p>10 BY MS. GOODMAN:</p> <p>11 Q Can you give me a dictionary definition</p> <p>12 of the word "directly"?</p> <p>13 A Probably not without the dictionary.</p> <p>14 Q Okay.</p> <p>15 A I'm sorry, just -- I -- I wasn't</p> <p>16 prepared on dictionary definitions today.</p> <p>17 Q Okay. Did you see any evidence that the</p> <p>18 FAAs paid money directly to Google?</p> <p>19 MR. BRISKIN: Objection to form.</p> <p>20 THE WITNESS: Again, can you clarify</p> <p>21 what you mean by "directly"?</p> <p>22 BY MS. GOODMAN:</p>

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1 Q Dollars went from an FAA directly to 2 Google. 3 MR. BRISKIN: Objection to form. 4 THE WITNESS: So let me -- let me -- let 5 me state it this way: So what I saw in the 6 payment process was that Google invoiced the -- 7 Google invoiced the ad agencies and the ad 8 agencies invoiced the FAAs and the FAAs paid 9 100 percent of the charges invoiced by Google. 10 VIDEO TECHNICIAN: Sorry, ma'am, it 11 picks up when you're touching the microphone. 12 THE WITNESS: Oh, sorry. I've probably 13 just got a nervous habit there. Apologies. Do I 14 need to say that again? 15 VIDEO TECHNICIAN: No, you're fine. 16 THE WITNESS: Okay. 17 BY MS. GOODMAN: 18 Q And so in what you saw, if I'm 19 understanding you correctly, Google invoiced the 20 ad agencies and the ad agencies invoiced the FAAs, 21 correct? 22 A Yes.	1 A I'm -- I'm -- I'm trying to actually 2 understand what you mean by the difference between 3 payment and purchase because you -- you asked a 4 question about purchase, you asked a question 5 about -- and I clarified with regard to payment. 6 And -- and so if you could clarify what you mean 7 by "purchase." 8 Q I want to use -- 9 A I don't want to have a 10 misunderstanding -- 11 Q I agree. 12 A -- between the two of us. 13 Q I agree. 14 You used the word "purchase" throughout 15 your report, so I want to use your understanding 16 of purchase and I want to use your understanding 17 of payment, which is also in your report. 18 So please tell me what you understand to 19 mean the difference between those two words as 20 used in your report and we will have that common 21 understanding. 22 A So as I testified earlier, my
1 Q Okay. And so in what you saw, can we 2 have the common understanding that the ad 3 agencies, therefore, sit between Google and the 4 FAAs? 5 MR. BRISKIN: Objection to form. 6 BY MS. GOODMAN: 7 Q That's what I mean by "sit between." 8 Okay? 9 A Are you referring to the payment process 10 specifically when you refer to -- to "sit 11 between"?" 12 Q I'm referring to both the payment and 13 purchasing process. 14 MR. BRISKIN: Objection to form. 15 THE WITNESS: I reviewed the -- I 16 reviewed the payment process. 17 BY MS. GOODMAN: 18 Q Did you review the purchasing process? 19 A What do you mean by "purchasing 20 process"?" 21 Q What's your understanding of the 22 difference between payment and purchase?	1 understanding is that based on what I saw, the 2 FAAs purchased an advertising from Google. With 3 regard to the payment flow process specifically, 4 Google invoiced the ad agencies and the ad 5 agencies invoiced the FAAs and the payments 6 reflect the invoiced parties. 7 MS. GOODMAN: Move to strike as not 8 responsive. 9 BY MS. GOODMAN: 10 Q My question to you is simply what do you 11 understand the difference in meaning of the words 12 "payment" and "purchase" to be in your report? 13 A Purchase in my mind is who is -- it's 14 who is -- it's -- it's the advertiser buying the 15 ad inventory. Payment refers, in -- in my mind, 16 to the physical flow of funds. 17 Q Okay. So did you see any evidence that 18 an FAA buys ad inventory directly from Google? 19 MR. BRISKIN: Objection to form. 20 THE WITNESS: As I stated earlier, 21 the -- the FAAs purchased advertising from -- they 22 purchased services from Google.

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<p>1 BY MS. GOODMAN:</p> <p>2 Q Yes.</p> <p>3 A I'm not -- I'm not -- again, I'm not</p> <p>4 sure what you mean by "directly." I think I've --</p> <p>5 I think I've stated my understanding of both</p> <p>6 the -- of who's doing the purchasing and who's</p> <p>7 doing the paying in terms of the payment flow</p> <p>8 process.</p> <p>9 Q It is accurate that some of the ad</p> <p>10 agencies used by FAAs engaged other ad agencies to</p> <p>11 execute the FAAs' ad purchases, correct?</p> <p>12 A Yes.</p> <p>13 MR. BRISKIN: Can we take a break in the</p> <p>14 next five minutes, whenever it's a good breaking</p> <p>15 point?</p> <p>16 MS. GOODMAN: Yeah.</p> <p>17 BY MS. GOODMAN:</p> <p>18 Q Ms. Lim, did you see any evidence of an</p> <p>19 FAA buying ad inventory without the use of an</p> <p>20 advertising agency?</p> <p>21 A It's possible that that happened. I was</p> <p>22 asked to focus my damages analysis -- or</p>	<p>1 of those pathways the FAAs use ad agencies to make</p> <p>2 their purchases.</p> <p>3 Q And so it's accurate that, for purposes</p> <p>4 of the damages which you calculate in this case,</p> <p>5 there is no instance of an FAA buying ad inventory</p> <p>6 without the use of an advertising agency?</p> <p>7 A Yes.</p> <p>8 MS. GOODMAN: We can take a break.</p> <p>9 MR. BRISKIN: Thanks.</p> <p>10 VIDEO TECHNICIAN: Off the record at</p> <p>11 11:38.</p> <p>12 (Brief recess.)</p> <p>13 VIDEO TECHNICIAN: Back on the record at</p> <p>14 11:53.</p> <p>15 BY MS. GOODMAN:</p> <p>16 Q Ms. Lim, if you could turn to Exhibit 1,</p> <p>17 Appendix E, paragraph 44.</p> <p>18 A On page 17?</p> <p>19 Q Yes.</p> <p>20 A I'm there.</p> <p>21 [REDACTED]</p> <p>[REDACTED]</p>
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<p>1 Dr. Respass was asked to focus his damages</p> <p>2 analysis on the specific F- -- FAA purchase</p> <p>3 pathways in the -- in the Respass report.</p> <p>4 In -- in those pathways the FAAs used ad</p> <p>5 agencies to make their purchases of Google</p> <p>6 services, but it's -- it's -- it's possible that</p> <p>7 I -- I -- so, for example, what I'm -- let me</p> <p>8 just -- what I'm thinking about is, as I mentioned</p> <p>9 in my report, there are a number of blank agency</p> <p>10 IDs and I don't know in those circumstances</p> <p>11 where -- whether an ad agency was involved or not</p> <p>12 and I -- I can't recall -- no, no. Sorry. Strike</p> <p>13 that. I do recall that there are FAAs associated</p> <p>14 with those blank agency IDs.</p> <p>15 Q Okay. So for each of the 15 purchase</p> <p>16 pathways included in your damages analysis, did</p> <p>17 you see any evidence of any of the FAAs within</p> <p>18 those purchase pathways buying ad inventory</p> <p>19 without the use of an advertising agency?</p> <p>20 A By definition, those purchase pathways</p> <p>21 are as I've described them in Figures 8 through 10</p> <p>22 of the opening report and each of those -- in each</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>4 Q For purposes of your damages</p> <p>5 computation, did you see any evidence that any FAA</p> <p>6 directed the advertising agency to purchase ads</p> <p>7 using Google products or services?</p> <p>8 MR. BRISKIN: Objection to form.</p> <p>9 THE WITNESS: I'm not sure what you mean</p> <p>10 by "directed."</p> <p>11 BY MS. GOODMAN:</p> <p>12 Q Did you see any evidence that any FAA</p> <p>13 told their advertising agency please purchase ads</p> <p>14 using Google products or services?</p> <p>15 MR. BRISKIN: Objection to form.</p> <p>16 THE WITNESS: I wasn't -- I was focused</p> <p>17 on the payment flow process, so I -- and I -- let</p> <p>18 me -- let me start over.</p> <p>19 So in the course of my work -- work, as</p> <p>20 I mentioned before, I reviewed probably</p> <p>21 thousands -- probably thousands of -- of documents</p> <p>22 in this matter and I don't recall the contents of</p>

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<p>1 each and every one of those. What I -- what I      2 focused on was the payment flow process.      3 So with regard to your question, I      4 think -- I think my answer is I don't know. I      5 don't -- I don't remember.</p> <p>6 BY MS. GOODMAN:</p> <p>7 Q Okay. So with regard to my question,      8 you don't remember whether you saw any evidence      9 that any FAA directed their advertising agency to      10 use Google products or services to purchase ads;      11 is that accurate?</p> <p>12 A I think --</p> <p>13 MR. BRISKIN: Objection to form.</p> <p>14 THE WITNESS: I think you modified your      15 question to say -- when you clarified, you said      16 did I see any evidence that an FAA had told an ad      17 agency. And if -- if -- if that's how you're --      18 what you mean by "directed," I don't recall one      19 way or the other.</p> <p>20 BY MS. GOODMAN:</p> <p>21 Q Okay. That is what I mean by      22 "directed."</p>	<p>1 THE WITNESS: What do you mean by      2 "instructed"? Do you mean told again?</p> <p>3 BY MS. GOODMAN:</p> <p>4 Q What do you understand the word      5 "instructed" to mean?</p> <p>6 A It depends on the context.</p> <p>7 Q In the context of my sentence, how do      8 you interpret it?</p> <p>9 A I think that's what I'm asking you,      10 if -- if you're -- if you mean told.</p> <p>11 Q I just want to understand how you      12 under- -- how you interpret the word "instructed"      13 in my question.</p> <p>14 What do you think I mean?</p> <p>15 Let me withdraw that.</p> <p>16 What do you understand the word      17 "instructed" to mean in my question?</p> <p>18 A Told.</p> <p>19 Q Okay. Did you see any evidence in this      20 case that any FAA instructed their advertising      21 agency to use Google products or services to      22 purchase ads?</p>
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<p>1 So with regard to my question, you don't      2 remember whether you saw any evidence that any FAA      3 directed their advertising agency to use Google      4 products or services to purchase -- to purchase      5 ads; is that correct?</p> <p>6 MR. BRISKIN: Objection to form.</p> <p>7 THE WITNESS: If -- if in that question      8 you -- you mean to replace "directed" with "told,"      9 then I don't recall one way or the other.</p> <p>10 BY MS. GOODMAN:</p> <p>11 Q I said that is what I mean by      12 "directed," so I would like to get a clear answer      13 to my question.</p> <p>14 A Sorry, I thought I was being -- being      15 clear.</p> <p>16 Q There's no question pending.</p> <p>17 A Apologies.</p> <p>18 Q Did you see any evidence in this case      19 that any FAA instructed their advertising agency      20 to use Google products or services to purchase      21 ads?</p> <p>22 MR. BRISKIN: Objection to form.</p>	<p>1 MR. BRISKIN: Objection to form.</p> <p>2 THE WITNESS: Could you -- one -- one      3 more time. Sorry.</p> <p>4 BY MS. GOODMAN:</p> <p>5 Q Did you see any evidence in this case      6 that any FAA instructed their advertising agency      7 to use Google products or services to purchase      8 ads?</p> <p>9 MR. BRISKIN: Objection to form.</p> <p>10 THE WITNESS: Sorry, I -- I just want to      11 be clear. Again, it's -- it's the -- it's the FAA      12 is purchasing ads and -- and so -- so I think my      13 answer is the -- again, I'm not sure how that      14 question is different from your previous question,      15 which -- which I understand you to mean did I see      16 any evidence in this matter where the -- where an      17 FAA told an ad agency to use Google with regard to      18 the FAAs' purchase -- purchases of Google's      19 services.</p> <p>20 And my -- so my answer would be that,      21 again, I've reviewed thousands of documents in      22 this matter and I don't recall the -- the content</p>

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<p>1 of each and every one of them, so I may have seen      2 something, I -- I may not. I -- I don't recall      3 one way or the other. It was not something I      4 focused on.</p> <p>5 MS. GOODMAN: Move to strike.</p> <p>6 BY MS. GOODMAN:</p> <p>7 Q It's accurate that the FAAs purchased      8 display ads from Google using various ad agencies,      9 correct?</p> <p>10 MR. BRISKIN: Objection to form.</p> <p>11 Oh, sorry.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MS. GOODMAN:</p> <p>14 Q Okay. The FAAs used the various ad      15 agencies how to purchase ads from Google?</p> <p>16 MR. BRISKIN: Objection to form.</p> <p>17 THE WITNESS: I'm not sure what you mean      18 by "how."</p> <p>19 BY MS. GOODMAN:</p> <p>20 Q How did the various ad agencies      21 participate in the process of purchasing display      22 ads from Google for the FAAs?</p>	<p>1 particular contract was to provide overall context      2 to, for example, an FAA purchase pathway. It      3 wasn't -- I wasn't focused on the -- I wasn't      4 focused on what particular activities the -- the      5 ad agencies did.</p> <p>6 Q Okay. So sitting here today, do you      7 have any understanding of how the ad agencies      8 participate in the process of purchasing display      9 ads from Google for the FAAs?</p> <p>10 And I'm not asking for what your      11 understanding is. I'm simply asking whether you      12 have an understanding of how they participate.</p> <p>13 A The -- the ad agencies facilitate the      14 FAAs' purchases.</p> <p>15 Q Okay. Do you know how the FAAs      16 facilitate the ad agencies -- the FAAs' purchases?</p> <p>17 A Again, I didn't focus on exactly what      18 activities they did.</p> <p>19 Q Okay. So do you have an understanding      20 of how the ad agencies facilitate the FAAs'      21 purchases?</p> <p>22 A I don't have a detailed understanding.</p>
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<p>1 A So my work focused on the payment flow      2 process. I wasn't focused on the -- I wasn't      3 focused on exactly what the ad agencies did in      4 facilitating the FAAs' purchases of Google      5 services.</p> <p>6 Q Okay. Paragraph 44 of Appendix E, page      7 17, the sentence I just read is from that and it      8 cites to two documents in Exhibit 26 -- footnote      9 26.</p> <p>10 Did you review those two documents cited      11 in footnote 26?</p> <p>12 A Yes.</p> <p>13 Q Did you come away with an understanding      14 of how the ad agencies participate in the process      15 of purchasing display ads from Google?</p> <p>16 A So a couple of clarifications. The -- I      17 know there are two Bates stamps in footnote 26. I      18 think it's actually the same document.</p> <p>19 The -- the document, as it's      20 noted in the footnote, is a contract between the      21 Air Force and GSD&amp;M.</p> <p>22 I was focused on -- my review of this</p>	<p>1 Q Do you have an understanding?</p> <p>2 A Yes.</p> <p>3 Q What is your understanding of how the      4 FA- -- how the ad agencies facilitate the FAAs'      5 purchases?</p> <p>6 A The -- the FAAs facilitate the FAAs'      7 purchases -- for example, I believe that --      8 that -- that they're the ones that log in, so to      9 speak, to Google Ads or DV360.</p> <p>10 Q And what is your understanding based on      11 that the ad agencies are the ones who log in, so      12 to speak, to Google Ads or DV360?</p> <p>13 A I -- I can't remember where I gained      14 that understanding.</p> <p>15 Q Okay. And it is your understanding      16 sitting here today that Google sends invoices to      17 ad agencies, correct?</p> <p>18 A Yes.</p> <p>19 Q And it is your understanding sitting      20 here today that Google -- that within your damages      21 calculations Google only sends invoices to ad      22 agencies, not directly to the FAA, correct?</p>

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1 MR. BRISKIN: Objection to form.	1 from an advertising agency, not from the FAA, but
2 THE WITNESS: One more time, please.	2 evidence of an advertising agency paying money to
3 BY MS. GOODMAN:	3 Google? What payment data are you referring to?
4 Q Within your damages calculations, the	4 A Perhaps it would be helpful to -- let me
5 transactions within your damages calculations, is	5 just point that -- let me go to my Appendix E and
6 it accurate that for all of those purchases Google	6 I -- I will -- well, I will go there.
7 sent invoices to an ad agency, not to the FAA?	7 So, for example --
8 MR. BRISKIN: Objection to form.	8 [REDACTED]
9 THE WITNESS: Yes.	[REDACTED]
10 BY MS. GOODMAN:	[REDACTED]
11 Q And for all of the transactions within	[REDACTED]
12 your damages calculations, did you see any	[REDACTED]
13 evidence that an FAA transmitted money directly to	[REDACTED]
14 Google?	[REDACTED]
15 MR. BRISKIN: Objection to form.	[REDACTED]
16 THE WITNESS: With regard to the payment	16 Q Okay. And is it accurate that for no
17 flow process, what I saw is that the FAAs cut	17 other of the payment purchase pathways reflected
18 checks to the ad agencies and the ad agencies cut	18 in your Appendix E do you include any evidence
19 checks to Google such that --	19 that an ad agency cut a check to Google?
20 BY MS. GOODMAN:	20 A I'd -- I'd have to go through each and
21 Q What evidence --	21 every one. I don't -- I don't recall specifically
22 A -- such that in the end the FAAs paid	22 the -- there were many invoices and much payment
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1 100 percent of the charges -- of Google's charges.	1 data that I looked at. I just don't recall
2 Q What evidence did you see that ad	2 specifically --
3 agencies cut checks to Google?	3 Q Okay.
4 A That would be in my Appendix E to the	4 A -- in terms of -- I -- I recall on --
5 opening report.	5 for USPS we got a quite fulsome dataset, but I
6 Q What kinds of documents did you believe	6 just -- I just don't recall specifically with
7 were sufficient evidence to form the belief that	7 regard to other pathways.
8 the ad agencies cut checks to Google?	8 Q If you saw payment data showing payments
9 MR. BRISKIN: Objection to form.	9 from an advertising agency to Google, would that
10 THE WITNESS: That's -- that's my	10 be reflected in your Appendix E?
11 understanding from the payment flow process.	11 MR. BRISKIN: Objection to form.
12 BY MS. GOODMAN:	12 THE WITNESS: It would be reflected in
13 Q And I'm asking what kinds of documents	13 my Documents Relied Upon list, the documents that
14 is your understanding based on. I'm not asking	14 I relied upon.
15 for a specific document, but what kinds of things	15 BY MS. GOODMAN:
16 did you see that lead you to believe the -- or	16 Q But it wouldn't be in Appendix E?
17 leads you to the opinion that the ad agency cut a	17 A Appendix E is a -- are examples of
18 check to Google?	18 walk-throughs that I performed with regard to the
19 A Is -- it would be, for example, the	19 payment process. Appendix E includes documents
20 payment data and invoices that are listed in	20 related to those walk-throughs. But it's possible
21 Appendix E.	21 that I saw additional payment data outside of
22 Q What payment data did you see from an --	22 Appendix E.

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<p>1 Q And just for the record, when you say      2 "Appendix E," you're talking about Appendix E to      3 the initial Respess report, correct?      4 A Yes.      5 Q And Appendix E to your rebuttal report      6 is, in fact, the initial Respess report, correct?      7 A Corrected for errata.      8 Q Yes.      9 A Yes. It's rather confusing.      10 Q Okay. So could we talk about Appendix E      11 to the Respess report in this deposition as      12 Appendix E/E so we know what we're talking about?      13 A Wait, wait, wait, wait. What do you      14 want to call it? Wait. Sorry?      15 Q Withdrawn.      16 MR. BRISKIN: Was that a joke? Appendix      17 2.      18 BY MS. GOODMAN:      19 Q Did you see any evidence in this case      20 for purposes of your damages calculation that any      21 FAA paid Google directly for the use of DV360?      22 MR. BRISKIN: Objection to form.</p>	<p>1 BY MS. GOODMAN:      2 Q May I --      3 A -- US- --      4 Q May I provide an understanding of -- let      5 me tell you my understanding of "directly" and      6 then maybe that will help you answer the question.      7 A Okay.      8 Q By "directly" I mean without the      9 intervention of somebody -- of a medium or an      10 agent.      11 So did you see any evidence that any FAA      12 paid Google directly for the use of DV360 for the      13 transactions included in your damages      14 calculations?      15 MR. BRISKIN: Objection to form.      16 THE WITNESS: Let me -- I'm not sure how      17 that question is different from the questions you      18 asked before in which I referred you to the IPG      19 data for USPS.      20 BY MS. GOODMAN:      21 Q Okay. Let me try again.      22 Did you see any evidence that any FAA</p>
<p>1 THE WITNESS: Sorry, are we talking      2 about the FAA purchase pathways included in my      3 damages analysis?      4 BY MS. GOODMAN:      5 Q Yes, ma'am.      6 MR. BRISKIN: Same objection.      7 THE WITNESS: What I saw was that --      8 again, what I saw was that Google invoiced ad      9 agency, ad agency invoiced FAA, FAA cut a check to      10 the ad -- ad agency, and ad agency cut a check to      11 Google.      12 BY MS. GOODMAN:      13 Q Okay. And so is it your testimony that      14 you did not see any evidence of Google paying      15 money -- strike that. Withdrawn.      16 Is it accurate that you did not see any      17 evidence that any FAA paid money to Google      18 directly for the use of DV360?      19 MR. BRISKIN: Objection to form.      20 THE WITNESS: Sorry, sorry, I'm not --      21 I'm not sure what you mean by "directly," but we      22 just discussed in --</p>	<p>1 paid Google without the intervention of a medium      2 or an agent for the use of DV360 for the      3 transactions included in your damages calculation?      4 MR. BRISKIN: Objection to form.      5 THE WITNESS: So, again, my      6 understanding is that Google invoiced the ad      7 agencies, the ad agencies invoiced the FAAs, the      8 FAAs cut checks to the ad agencies, and the ad      9 agencies cut checks to Google.      10 BY MS. GOODMAN:      11 Q So based on what you saw, is it accurate      12 that the FAAs used a medium or an agent in order      13 to pay Google?      14 A I'm not sure what you mean by "medium"      15 or "agent."      16 The -- the payment process by which the      17 FAAs paid for their Google purchases -- the      18 payment process involves ad agencies.      19 Q And the ad agencies are in between -- in      20 that payment process they are in between Google      21 and the FAA, correct?      22 MR. BRISKIN: Objection to form.</p>

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<p>1        THE WITNESS: Again, I'm not sure what      2 you mean by "in between," but as I testified,      3 Google invoices the ad agencies, ad agencies      4 invoice the FAAs, FAA -- FAAs cut checks to the ad      5 agencies, ad agencies cut checks to Google.</p> <p>6 BY MS. GOODMAN:</p> <p>7        Q Okay. I'm going to ask one more time      8 just to see if you can answer the question as I've      9 posed it. And if you can't, that's fine and I'll      10 move to strike your answer and I'll call the      11 court -- I'll bring this to the judge.</p> <p>12        But I'm asking a question to which      13 you're not providing an answer and that is are the      14 ad agencies in between the payment -- in the      15 payment -- withdrawn.</p> <p>16        In the payment process which you have      17 described, do the ad agencies sit in between      18 Google and the FAA in order for Google to receive      19 money from the FAA?</p> <p>20        MR. BRISKIN: Objection to form.</p> <p>21        THE WITNESS: Again, I -- I think I've      22 explained my understanding of the process. I'm</p>	<p>1 would phrase it. I -- again, Google invoiced the      2 ad agencies, ad agencies invoiced the FAAs, FAAs      3 cut the checks to the ad agencies, ad agencies      4 cut -- cut the checks to Google.</p> <p>5        MS. GOODMAN: Okay. I'll move to strike      6 as nonresponsive.</p> <p>7        MR. BRISKIN: Can we take a quick break?</p> <p>8        MS. GOODMAN: Sure.</p> <p>9        VIDEO TECHNICIAN: Off the record at      10 12:21.</p> <p>11        (Brief recess.)</p> <p>12        VIDEO TECHNICIAN: Back on the record at      13 12:36.</p> <p>14 BY MS. GOODMAN:</p> <p>15        Q Ms. Lim, for every transaction that you      16 include in the purchase pathways underlying your      17 damages calculation, did you see any evidence that      18 Google paid for the ads without the use of an ad      19 agency? Withdrawn.</p> <p>20        For every transaction that you include      21 in your purchase pathways underlying your damages      22 calculations, did you see any evidence that the</p>
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<p>1 not sure what you mean by "sit in between," but I      2 think I've been very clear that the -- Google      3 invoices the ad agencies, ad agencies invoice the      4 FAA, FAAs cut the checks to the ad agencies, ad      5 agencies cut the checks to Google.</p> <p>6 BY MS. GOODMAN:</p> <p>7        Q And in the process which you have      8 described --</p> <p>9        A I mean, I -- I -- that's the way that I      10 would describe the process.</p> <p>11        Q Okay.</p> <p>12        A So -- sorry.</p> <p>13        Q In the process which you have described      14 it is correct that the ad agencies are in between      15 Google and the FAAs, correct?</p> <p>16        MR. BRISKIN: Objection to form.</p> <p>17        THE WITNESS: You seem really -- you      18 seem really interested in "in between" and, again,      19 I'm not sure what "in between" means with regard      20 to your -- your question.</p> <p>21        The way the invoicing process works      22 is -- is as I've explained it and that's the way I</p>	<p>1 FAA paid for the ads without the use of an ad      2 agency?</p> <p>3        A No.</p> <p>4 [REDACTED]</p> <p>[REDACTED]</p>

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<p style="text-align: right;">Page 318</p> <p>1 Q When you worked at Ernst &amp; Young -- what 2 time period did you work at Ernst &amp; Young? 3 A '95 through '98. 4 Q Other than in this case, have you looked 5 at Ernst &amp; Young audit reports since -- over the 6 time -- over the time period of 2015 to the 7 present let's say? In the course of your work 8 have you had occasion to look at EY audit reports? 9 A For any company? 10 Q Yes. 11 A Audit opinions, yes. 12 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 21 BY MS. GOODMAN: 22 Q Okay.</p>	<p style="text-align: right;">Page 320</p> <p>1 MS. GOODMAN: We just went back on the 2 record and I just want to note for the record that 3 I am reserving my rights to bring Ms. Lim back for 4 additional questioning based on the filibustering, 5 evasive answers, and nonresponsiveness to my 6 questions. So I just wanted to state that for the 7 record. 8 MR. BRISKIN: Well, we dispute that. We 9 don't agree with your characterizations. 10 MS. GOODMAN: Okay. Thank you. 11 (Whereupon, at 7:28 p.m., the 12 deposition of ADORIA LIM 13 was concluded.) 14 * * * * *</p>
<p style="text-align: right;">Page 319</p> <p>1 MR. BRISKIN: Counsel, we're at five 2 minutes over seven hours. 3 MS. GOODMAN: I have one more question 4 if I may. 5 MR. BRISKIN: Okay. 6 MS. GOODMAN: Thanks. 7 BY MS. GOODMAN: 8 Q [REDACTED] [REDACTED] [REDACTED] [REDACTED] 13 MR. BRISKIN: Objection to form. 14 THE WITNESS: I -- I reviewed thousands 15 of documents in this case. I -- I don't recall 16 that one way or the other. 17 MS. GOODMAN: Okay. I pass the witness. 18 MR. BRISKIN: We have no questions. 19 VIDEO TECHNICIAN: All right. If that's 20 everything, off the record on February 29th, 2024 21 at 7:28 p.m. 22 (Discussion off the record.)</p>	<p style="text-align: right;">Page 321</p> <p>1 CERTIFICATE OF NOTARY PUBLIC 2 I, SHARI R. BROUSSARD, the officer before 3 whom the foregoing deposition was taken, do hereby 4 certify that the witness whose testimony appears 5 in the foregoing deposition was duly sworn by me; 6 that the testimony of said witness was taken by me 7 in stenotype and thereafter reduced to typewriting 8 under my direction; that said deposition is a true 9 record of the testimony given by said witness; 10 that I am neither counsel for, related to, nor 11 employed by any of the parties to the action in 12 which this deposition was taken; and, further, 13 that I am not a relative or employee of any 14 counsel or attorney employed by the parties 15 hereto, nor financially or otherwise interested in 16 the outcome of this action.</p> <p style="text-align: center;">           SHARI R. BROUSSARD          Notary Public in and for the          District of Columbia       </p> <p>My commission expires: August 14, 2025</p>

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<p>1        A C K N O W L E D G E M E N T 2              O F D E P O N E N T 3 4 5        I, ADORIA LIM, do hereby acknowledge 6        I have read and examined the foregoing pages of 7        testimony, and the same is a true, correct and 8        complete transcription of the testimony given by 9        me, and any changes or corrections, if any, appear 10      in the attached errata sheet signed by me. 11 12 13 14 15 16 17 18 19</p> <hr/> <p>20      Date                  ADORIA LIM 21 22      Job No. CS6485261</p>	<p>Page 322</p> <p>1        United States, Et Al v. Google, LLC 2        Adoria Lim (#6485261) 3              E R R A T A S H E E T 4        PAGE____ LINE____ CHANGE_____ 5 _____ 6        REASON_____ 7        PAGE____ LINE____ CHANGE_____ 8 _____ 9        REASON_____ 10      PAGE____ LINE____ CHANGE_____ 11 _____ 12      REASON_____ 13      PAGE____ LINE____ CHANGE_____ 14 _____ 15      REASON_____ 16      PAGE____ LINE____ CHANGE_____ 17 _____ 18      REASON_____ 19      PAGE____ LINE____ CHANGE_____ 20 _____ 21      REASON_____ 22 23 _____ 24      Adoria Lim                  Date 25</p> <p>Page 323</p> <p>1        Craig Briskin, Esq. 2        Craig.Briskin@usdoj.gov 3        March 4, 2024 4        RE: United States, Et Al v. Google, LLC 5        2/29/2024, Adoria Lim (#6485261) 6        The above-referenced transcript is available for 7        review. 8        Within the applicable timeframe, the witness should 9        read the testimony to verify its accuracy. If there are 10      any changes, the witness should note those with the 11      reason, on the attached Errata Sheet. 12      The witness should sign the Acknowledgment of 13      Deponent and Errata and return to the deposing attorney. 14      Copies should be sent to all counsel, and to Veritext at 15      erratas-cs@veritext.com 16      Return completed errata within 30 days from 17      receipt of testimony. 18      If the witness fails to do so within the time 19      allotted, the transcript may be used as if signed. 20 21 22      Yours, 23      Veritext Legal Solutions 24 25</p>
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## HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

## ERRATA SHEET FOR THE TRANSCRIPT OF:

Deponent: Adoria Lim

Case Name: *United States et al v. Google LLC*, No. 1:23-cv-00108-LMB-JFA (E.D. Va.)

Deposition Date: February 29, 2024

## CORRECTIONS:

Page	Line	Change or Correction	Reason
4	15	“Counsel will please identify yourselves” should read “Counsel will <b>you</b> please identify yourselves”	<i>Transcription Error</i>
5	10	“MR. GRIFFIN: John Griffin, financial” should read “MR. GRIFFIN: John Griffin, <b>I'm</b> a financial”	<i>Transcription Error</i>
11	15	“of that list and that would be Zoi Fairlie. Last” should read “of that list and that would be <b>Zoe</b> Fairlie. Last”	<i>Typo</i>
17	1	“matter, meaning from the spring of 2023 to the” should read “matter, meaning from the spring of 2023 to”	<i>Transcription Error</i>
17	11-12	“contents of the bills, I'm asking if she reviewed bills.” should read “contents of the bills, I'm asking if she <b>reviews them.</b> ”	<i>Transcription Error</i>
20	7	“so it's not something I'm focused on” should read “so it's not something <b>I</b> focused on”	<i>Transcription Error</i>
22	15	“report, you know, in which he quantified damages” should read “report, in which he quantified damages.”	<i>Transcription Error</i>
23	22	“Q When you were -- withdrawn.” should read “Q When you were -- <b>never mind</b> -- withdrawn.”	<i>Transcription Error</i>
30	16	“noted -- but a stand-alone digital advertising” should read “ <b>loaded</b> -- but a stand-alone digital advertising”	<i>Transcription Error</i>
66	18	“it breaks out more binders and it shows the red” should read “it breaks out more <b>buying doors</b> and it shows the red”	<i>Transcription Error</i>
81	11-12	“be clear. Again, it's -- it's the -- it's the FAA is purchasing ads and -- and so -- so I think my” should read “be clear. Again, it's -- it's the -- it's the <b>FAAs</b> purchasing ads and -- and so -- so I think my”	<i>Transcription Error</i>
91	8	“again, what I saw was that Google invoiced ad” should read “again, what I saw was that Google invoiced <b>the</b> ad”	<i>Transcription Error</i>
92	21	“Q Okay. Let me try again.” should read “Q Okay. <b>I'll</b> try again.”	<i>Transcription Error</i>
95	4	“FAA, FAAs cut the checks to the ad agencies, ad” should read “ <b>FAAs</b> , FAAs cut the checks to the ad agencies, ad”	<i>Transcription Error</i>
100	7	[REDACTED]	<i>Transcription Error</i>
123	16	“now.” should read “ <b>1:15</b> now.”	<i>Transcription Error</i>

## HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

134	16		<i>Transcription Error</i>
146	14		<i>Typo</i>
276	22	“Q Okay. You conducted a profitability” should read “Q Okay. You <b>also</b> conducted a profitability	<i>Transcription Error</i>
278	14	“Which page?” should read “ <b>What</b> page?”	<i>Transcription Error</i>

Date: \_\_\_\_\_ 3/29/2024 \_\_\_\_\_

Signature: 